

Colegate against *Lynch*; (a) that when a proper ground for the injunction is admitted by the answer, and there still remains a dispute between the parties, the injunction is universally continued. Here the admission is made by the answer of *D. Hoffman*, read and relied on by himself as counsel for *Manhardt*, thereby removing the exception to it as evidence against *Manhardt*; and the mistake and overcharge was admitted by him in the argument, which would be within the same reason.

It is thereupon adjudged and ordered, that the injunction be and the same is hereby continued till final hearing or further order.

After this the defendant *James Bryden* died, and *Charles F. Mayer*, his administrator, was on the 1st of January, 1825, admitted as a defendant in his place, on an application in the manner prescribed by the act of 1820, ch. 161. After which the bill was amended by giving to it an additional prayer; and the commissions to take testimony having been returned, with the proofs taken, the case was by agreement set down for hearing and brought before the court.

6th July, 1827.—BLAND, *Chancellor*.—This case standing ready for hearing, and having been taken up at this time by consent, the parties were fully heard, and the proceedings read and considered.

The late *Samuel Chase* on the 26th of February, 1806, leased that property in the city of Baltimore, called the Fountain Inn, to *James Bryden*, for the term of fifteen years at the rent of \$2000 per annum. And on the same day *Chase* gave to *Bryden* his bond, with a condition, that he, *Chase*, at the expiration of fifteen years from that day, and not before, and at any time within one year from the expiration of that term, and not afterwards, upon the payment to him, by *Bryden*, of the sum of \$17,500, would convey in fee simple to *Bryden* that property. *Bryden* entered upon, and held the property accordingly. On the 11th of December, 1807, *Bryden* leased it to *John H. Barney*, at \$3000 per annum for ten years from the first of April, 1808. Under this lease *Barney* entered and held as the lessee of *Bryden*, and sub-tenant of *Chase*. After which *Samuel Chase* the original lessor died; and the present complainant, and *Richard M. Chase*, it seems, became the holders of all the estate and interest in this property, which had belonged to the late *Samuel Chase*, but when or how does not appear.